

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

KALLI PRENDERGAST, an individual,

CASE NO.: 3:24-cv-00491-MMD-CSD

Plaintiff,

vs.

**ORDER GRANTING
STIPULATED PROTECTIVE ORDER**

CITY OF RENO, NEVADA; ERIC
HAGUE, an individual; WASHOE
COUNTY, NEVADA; SHELLY L.
TONE, an individual; and DOES 1-10,
inclusive

Defendants. /

In order to protect the confidentiality of confidential information obtained by the parties in connection with this case, the parties hereby agree as follows:

1. Any party or non-party may designate as "confidential" (by stamping the relevant page or other otherwise set forth herein) any document or response to discovery which that party or non-party considers in good faith to contain information involving trade secrets, or confidential business or financial information, subject to protection under the Federal Rules of Civil Procedure or Nevada law ("Confidential Information"). Where a document or response consists of more than one page, the first page and each page on which confidential information appears shall be so designated.
2. A party or non-party may designate information disclosed during a deposition or in response to written discovery as "confidential" by so indicating in said response or on the record at the deposition and requesting the preparation of a separate transcript of such material. Additionally a party or non-party may designate in writing, within twenty (20) days after receipt of said responses or of the deposition transcript for which the designation is proposed, that specific pages of the transcript and/or specific responses be treated as "confidential" information. Any other party may object to such proposal, in writing or on the record. Upon such objection, the parties shall follow the procedures described in paragraph 8 below. After any designation made according to the procedure

1 set forth in this paragraph, the designated documents or information shall be treated
2 according to the designation until the matter is resolved according to the procedures
3 described in paragraph 8 below, and counsel for all parties shall be responsible for
4 making all previously unmarked copies of the designated material in their possession or
5 control with the specified designation.

- 6 3. Information, documents or things which are produced or disclosed by electronic
7 means may be designated "confidential" by so indicating in writing as described in
8 section 2, above. The parties shall have thirty (30) days from the date this Protective
9 Order is entered to so designate information, documents or things which were
10 produced prior to the entry of this Order.
- 11 4. All information produced or exchanged in the course of this case (other than
12 information that is publicly available) shall be used by the party or parties to whom
13 the information is produced solely for the purpose of this case.
- 14 5. Except with the prior written consent of other parties, or upon prior order of this Court
15 obtained upon notice to opposing counsel, Confidential Information shall not be disclosed
16 to any person other than:
- 17 (a) counsel for the respective parties to this litigation, including in-house counsel and
18 co- counsel retained for this litigation;
 - 19 (b) employees of such counsel who need access to the information;
 - 20 (c) individual defendants, class representatives, any officer or employee of a party, to
21 the extent deemed necessary by Counsel for the prosecution or defense of this
22 litigation;
 - 23 (d) consultants or expert witnesses retained for the prosecution or defense of this
24 litigation, provided that each such person shall execute a copy of the Certification
25 annexed to this Order as Exhibit "A" (which shall be retained by counsel to the party
26 so disclosing the Confidential Information and made available for inspection by
27 opposing counsel during the pendency or after the termination of the action only upon
28 good cause shown and upon order of the Court) before being shown or given any

Confidential Information and provided that if the party chooses a consultant or expert employed by [THE CORPORATE DEFENDANT] or one of its competitors (as listed on Appendix A), the party shall notify the opposing party, or designating nonparty, before disclosing any Confidential Information to that individual and shall give the opposing party an opportunity to move for a protective order preventing or limiting such disclosure;

(e) any authors or recipients of the Confidential Information;

(f) the Court, Court personnel, and court reporters; and

(g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign the Certification before being shown a confidential document. Confidential Information may be disclosed to a witness who will not sign the Certification only in a deposition at which the party who designated the Confidential Information is represented or has been given notice that Confidential Information shall be designated "Confidential" pursuant to paragraph 2 above. Witnesses shown Confidential Information shall not be allowed to retain copies.

6. Any persons receiving Confidential Information shall not reveal or discuss such information to or with any person who is not entitled to receive such information, except as set forth herein.

7. Unless otherwise permitted by statute, rule or prior court order, papers filed with the court under seal shall be accompanied by a contemporaneous motion for leave to file those documents under seal, and shall be filed consistent with the court's electronic filing procedures in accordance with Local Rule IA 10-5. Notwithstanding any agreement among the parties, the party seeking to file a paper under seal bears the burden of overcoming the presumption in favor of public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d 1172 (9th Cir. 2006); *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677- 78 (9th Cir. 2010).

8. A party may designate as "Confidential" documents or discovery materials produced by a non-party by providing written notice to all parties of the relevant document

1 numbers or other identification within thirty (30) days after receiving such
2 documents or discovery materials. Any party or non-party may voluntarily disclose
3 to others without restriction any information designated by that party or non-party as
4 confidential, although a document may lose its confidential status if it is made public.

5 9. If a party contends that any material is not entitled to confidential treatment, such party
6 may at any time give written notice to the party or non-party who designated the material.
7 The party or non-party who designated the material shall have twenty-five (25) days from
8 the receipt of such written notice to apply to the Court for an order designating the material
9 as confidential. The party or non-party seeking the order has the burden of establishing
10 that the document is entitled to protection.

11 10. Notwithstanding any challenge to the designation of material as Confidential
12 Information, all documents shall be treated as such and shall be subject to the
13 provisions hereof unless and until one of the following occurs:

14 (a) the party or non-party claims that the material is Confidential Information
15 withdraws such designation in writing; or

16 (b) the party or non-party who claims that the material is Confidential Information fails
17 to apply to the Court for an order designating the material confidential within the time
18 period specified above after receipt of a written challenge to such designation; or

19 (c) the Court rules the material is not confidential.

20 11. All provisions of this Order restricting the communication or use of Confidential
21 Information shall continue to be binding after the conclusion of this action, unless
22 otherwise agreed or ordered. Upon conclusion of the litigation, a party in the possession
23 of Confidential Information, other than that which is contained in pleadings,
24 correspondence, and deposition transcripts, shall either (a) return such documents no later
25 than thirty (30) days after conclusion of this action to counsel for the party or non-party
26 who provided such information, or (b) destroy such documents within the time period
27 upon consent of the party who provided the information and certify in writing within thirty
28 (30) days that the documents have been destroyed.

1 12. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the use of
2 documents at trial.

3 13. Nothing herein shall be deemed to waive any applicable privilege or work product
4 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure
5 of material protected by privilege or work product protection.

6 14. Any witness or other person, firm or entity from which discovery is sought may be
7 informed of and may obtain the protection of this Order by written advice to the parties'
8 respective counsel or by oral advice at the time of any deposition or similar proceeding.

9
10 DATED this 9th day of April, 2025

DATED this 9th day of April, 2025

11 RENO CITY ATTORNEY

DEPUTY DISTRICT ATTORNEY

12 By: /s/ Mark A. Hughs

By: /s/ Lindsay L. Liddell

13 KARL S. HALL

Lindsay L. Liddell, Esq.

14 Reno City Attorney

Nevada Bar No. 14079

15 MARK A. HUGHS

One South Sierra Street

16 Deputy City Attorney

Reno, NV 89501

17 Nevada State Bar #5375

Attorneys for Washoe County and

18 Post Office Box 1900

Shelly L. Tone

19 Reno, Nevada 89505

20 *Attorneys for City of Reno, Eric Hague*

21 DATED this 9th day of April, 2025

22 SILVER STATE LAW

23 By: /s/ J. Robert Smith

24 J. Robert Smith, Esq.

25 Nevada Bar No. 10992

26 Cody K. Marriott, Esq.

27 Nevada Bar No. 14147

28 Christopher Day, Esq.

Nevada Bar No. 14045

61 Continental Drive

Reno, NV 89509

Attorneys for Plaintiff

1 The jurisdiction of the court will cease upon the termination of the case.
2 IT IS SO ORDERED.

3 
4 _____
5 UNITED STATES MAGISTRATE JUDGE

6 DATED: April 9, 2025
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CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, in _____, Civil No. _____. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information - including copies, notes, or other transcriptions made therefrom - in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information- including copies, notes or other transcriptions made therefrom - to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED: _____

EXHIBIT "A"